

## SERVICE AGREEMENT NO. 3468

### Broker of Record

THIS **Broker of Record Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Acrisure LLC, dba Carlisle Insurance ("Broker"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Broker has bid to serve as the City's Broker of Record in response to Request for Bid/Proposal No. 3468 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Broker's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Broker agree as follows:

- 1. Scope.** Broker will provide Broker of Record Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for one year, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to four additional one-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.

At the end of the initial term or any renewal term after which the option is not exercised, this Agreement will automatically renew on a month-to-month basis for a period of up to one year unless terminated in accordance with Section 16 below. The pricing for the month-to-month renewals will be the same as the pricing for the final year of the Agreement with payment made monthly in accordance with Section 3 below.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$100,000.00, subject to approved extensions and changes. Payment will be made within 30 days of receipt of an acceptable invoice. Broker shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Broker may not receive any other remuneration for the Services from any other source.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Gilbert M. Sanchez  
Legal Department  
(361) 826-373  
Email: GilbertS2@cctexas.com

5. **Insurance.**

(A) Before performance can begin under this Agreement, the Broker must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as fully set out here in its entirety.

6. **Warranty.** Broker warrants that all Services will be performed in accordance with the standard of care used by similarly situated brokers performing similar services.
7. **Special Duty of Broker.** Broker has a duty to provide professional advice and counseling services to the City and to inform the City of policy terms and counsel the City on necessary coverages.
8. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
9. **Independent Contractor.** Broker will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Broker be considered an employee of the City.

10. **Subcontractors.** Broker may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Broker must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Broker is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Broker. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Broker and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
11. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
12. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
13. **Taxes.** The Broker covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
14. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Gilbert M. Sanchez  
Risk Manager  
1201 Leopard St., Corpus Christi, TX 78401  
Phone: (361) 826-3739  
Fax: N/A

**IF TO BROKER:**

Acrisure LLC, dba Carlisle Insurance  
Attn: Chase Carlisle, CIC, CMIP, CPCU  
Vice President  
500 N. Water St., Suite 900, Corpus Christi, TX 78401  
Phone: (361) 884-2775  
Fax: N/A

15. ***BROKER SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL***

**INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE BROKER OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE BROKER OR ITS EMPLOYEES OR AGENTS. BROKER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF BROKER UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**16. Termination.**

(A) The City Manager may terminate this Agreement for Broker's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Broker written notice of the breach and set out a reasonable opportunity to cure. If the Broker has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Broker. The City Manager may also terminate this Agreement upon 24 hours written notice to the Broker for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**17. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

**18. Assignment.** No assignment of this Agreement by the Broker, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Broker is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**19. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

20. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Broker's bid response (Exhibit 2).
21. **Certificate of Interested Parties.** Broker agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
22. **Governing Law.** Broker agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
23. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Broker agrees that the contract can be terminated if the Broker knowingly or intentionally fails to comply with a requirement of that subchapter.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.



## **ATTACHMENT A: SCOPE OF WORK**

### **1. Background:**

#### **A. Property**

1. The City of Corpus Christi (City) is the county seat for Nueces County. Nueces County is considered a Tier One location on the Gulf Coast. The Broker of Record referred to herein as Contractor will be required to place the City's Property Insurance Program which currently carries Property Insurance coverage including: All Other Perils, Flood, Earth Movement, Wind, Named Storm and Equipment Breakdown coverages.
2. The City's Property Insurance Program is a layered program with admitted and non-admitted commercial carriers participating. In addition to traditional insured property (buildings and contents), the City's schedule of insured property includes; wharves, docks, piers and fine arts.
3. The City also purchases flood insurance for property located wholly or partially within the Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA) in Flood Zone A and Flood Zone V through the National Flood Insurance Program.
4. The City has experienced four large property damage losses in the last four years. The Texas State Aquarium is also a named insured on the City's Property Insurance Program. Total Insured Values are estimated at \$706,933,206.

#### **B. Excess Liability and Worker's Compensation**

1. The City currently carries Excess General Liability, Automobile Liability, Public Officials' Liability & Employment Practices Liability, and Law Enforcement Liability layered above the liability limits established by the Texas Tort Claims Act.
2. The City was qualified as self-insured for liabilities other than Workers' Compensation on October 1, 1983. The City of Corpus Christi has approximately 3,265 employees and carries Excess Workers' Compensation and Employer's Liability coverage. The Contractor will provide Excess Liability and Workers' Compensation insurance.

### **2. Contractor duties:**

#### **A. General broker of record duties:**

1. Contractor shall market the City of Corpus Christi to qualified insurance companies to include, but not limited to all known insurance markets and contacts and coordinate with underwriters. Carriers must have an A.M. Best rating of A- or higher as defined in the current edition of A.M. Best financial size category rating of VII, which must be maintained through the term of the contract.
2. Contractor shall negotiate renewals to obtain to most favorable rates and premiums, but NOT without consultation, participation, and concurrence of the City of Corpus Christi.
3. Contractor shall participate in audits, as requested by the City, to provide statistical and operational information to include, but not limited to, all aspects of a comprehensive, objective review of the received and processed claims to determine whether the claims are adjudicated according to contractual performance and industry standards.
4. Contractor shall provide unbiased information regarding the most advantageous insurance markets and insurance coverage options for selection by the City.
5. Contractor shall provide an appropriate timeline prior to renewal of the property insurance program to assist in the preparation of detailed underwriting submission data, statements of values, specifications, loss history summaries, and other information required by underwriters. Marketing shall include, but not be limited to; development of insurance specifications and underwriting criteria, development of Requests for Proposals in accordance with Chapter 252 of the Texas Local Government Code, canvassing insurance markets, reviewing suitable manuscript policies, and conducting negotiations on behalf of the City to secure the broadest coverage at the lowest available cost.
6. Contractor shall assist the City in the analysis and design of optimal insurance coverage and keep the City informed of significant property insurance market trends/conditions that may affect its insurance programs both positively and negatively. Contractor shall do so by conference calls and through property insurance industry, publications and reports, including but not limited to; (1) Insurance Market Reports, (2) Risk Alerts, (3) State of the Property Insurance Marketplace, (4) Market Watch Terrorism Insurance, and (5) Current Property Insurance publications.



7. Contractor shall assist the City in the analysis of insurance policy wording, structure the City's property insurance program to eliminate gaps/overlaps in coverage, and recommend limits and coverages in order to provide the City with the greatest amount of protection. Contractor shall provide the City with a copy of renewal specifications and other documents for review prior to their release to potential property insurance markets.
8. Contractor shall submit to the City a property insurance program renewal recommendation to include, but not be limited to, excess and surplus insurance, for review no later than forty-five days prior to the policy renewal date.
9. Upon City's award of coverage(s) and prior to delivery of policies, Contractor shall verify the accuracy and adequacy of all binders, policies, and endorsements to ensure that wording is complete and accurate, and that coverage is in compliance with specifications. Contractor shall provide the City a summary of any issue(s) found during the verification process and indicate how each issue(s) was resolved.
10. Contractor shall act in an advisory and consulting role to the City for the duration of the Broker contract to ensure that insurance carriers adhere to all terms and conditions negotiated by the Contractor and City.
11. Contractor shall review various City contracts including, but not limited to, Construction Contracts, A&E Contracts, Design Build Contracts, Professional Service Contracts, Lease Agreements, Right-of-Way Permits, Franchise Agreements, etc. Broker shall provide advice and recommendations regarding establishing minimum insurance requirements, review and tracking of Certificates of Liability Insurance and Fiduciary Bonds including Payment and Performance Bonds etc., when requested.
12. Contractor shall provide assistance with forecasting and budgeting of the annual property insurance premium by covered location.
13. Contractor shall assist the City with the entire claims process, from initial submittal to resolution of the claim(s). Contractor will work with the City's property insurance carriers, Federal Emergency Management Agency, and any other Federal, State or Local agency, throughout the duration of the claim.

14. Contractor shall act as the City's advocate in claim disputes and in obtaining reimbursements and settlements from insurance carriers.
15. Contractor shall provide response time for routine requests of less than 24 hours, i.e., certificates of insurance, insurance coverage requirements, etc.
16. Contractor shall attend meetings at the City of Corpus Christi with Risk Management staff and the City Council as reasonably necessary.
17. Contractor shall provide market analysis and comparison services for other insurance-type products purchased by the City, including, Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Coverage. The City of Corpus Christi is also part of TMLIRP and carries Gas Utilities Excess, Airport Liability and Excess Auto Physical Damage for vehicles valued over \$90,000, Auto Catastrophic coverage, Mobile Equipment and Animal Mortality. The Contractor will also provide an annual review of these policies to ensure they are competitive with the insurance market. If it is determined TMLIRP insurance products are not competitive, then the Contractor can solicit quotes which are competitive for review and acceptance if determined necessary.

B. Property Insurance:

1. Contractor shall perform broker of record services to obtain property insurance for the City. Contractor shall review Property policy contractual provisions, assess financial strength and stability of insurance carriers, develop specifications for data loss reports, and respond to information requests from the City, and review claims and actuarial reports.
2. Contractor shall read, review and analyze the Property policy and identify areas of concern and recommend alternative solutions.
3. Contractor shall provide alternate limits and deductible structures when requested by the City.

Current limits and Deductibles for these coverages are:

Limits:

All Risk -	\$250,000,000 (excluding Named Storm, Flood and Earthquake)
Named Storm -	\$150,000,000 (including Flood, Storm Surge, Tidal Wave, Tsunami)

Flood/Earthquake \$50,000,000  
Equipment Breakdown - \$100,000,000 per breakdown

Deductibles:

Flood - \$100,000 **Except** \$500,000 each building and \$500,000 in each building for contents in those locations wholly or partially within Flood Zones A and V.

Named Storm - 2% of Total Insurable Values, per unit of insurance, at the time of the loss at each location involved in the loss or damages arising out of the Named Storm, subject to a minimum deductible of \$100,000 and a maximum of \$4,000,000 any one occurrence.

All Other Perils & Wind - \$50,000

Earth Movement - \$50,000  
/Earthquake

Named Insured: The City of Corpus Christi and Texas State Aquarium

Policy Term: One-Year

Effective Date: 5/4/2022

4. Contractor shall place National Flood Insurance Program (NFIP) policies for specific City of Corpus Christi owned properties.
5. Contractor shall provide to the City immediately following renewal of coverage, a spreadsheet/graph depicting both the AOP and Named Storm carriers for each layer and the premium each carrier is charging.
6. Contractor shall assume oversight responsibilities for the next available May 4<sup>th</sup> property insurance renewal after the beginning of the Broker of Record contract effective date.
7. Contractor shall provide and collect other governmental Tier 1 property insurance program benchmark information upon request and assist the City with evaluating data in making prudent property insurance decisions.
8. Contractor shall provide current industry catastrophic modeling services for property insurance occurrences, particularly with respect to Named Storm.

C. Excess/Umbrella Insurance

1. Contractor shall perform broker of record services to obtain Excess Liability and Workers' Compensation insurance. Contractor shall review Workers' Compensation contractual provisions, assess financial strength and stability of insurance carriers, develop specifications for data loss reports, and respond to information requests from the City, and review claims and actuarial reports.
2. Contractor shall read, review and analyze the workers' compensation excess liability policy and identify areas of concern and recommend alternative solutions.
3. Contractor shall propose current coverage amounts. Contractor may propose additional optional self-insured retention amounts (SIRs) and Limits for Liability and Workers' Compensation.
4. Current limits:  
  
Excess Liability, \$5,000,000 per occurrence / \$7,000,000 aggregate  
  
Excess Workers' Compensation, Statutory, Employer's Liability, \$1,000,000  
  
Current Self-Insured Retention:  
  
Excess Liability, \$500,000  
  
Excess Workers' Compensation, \$650,000 for Police, Fire, Gas Utilities  
  
Excess Workers' Compensation, \$500,000 for all other employees.  
  
Effective/Renewal Date: 10/01/2021
5. Contractor shall propose excess liability and workers' compensation limit and deductible options at the instruction of the City of Corpus Risk Management Division whenever determined appropriate.
6. Contractor shall advise Risk Management whenever new coverages become available which address potential exposure and risk profile and provide recommendation of obtaining such coverage.
7. Contractor shall provide timely information about the current state of the property insurance marketplace, reviewing a variety of City contracts for assisting in the establishment of minimum insurance requirements, providing catastrophic modeling reports, on-site educational training sessions as

requested and providing feedback and advise concerning a wide range of risk management and insurance issues, etc.

- D. Valuation Services as Related to Property Insurance. If requested, Contractor shall provide property valuation update services during the first year of the Agreement as appropriate to be able to effectively approach the property insurance markets. Contractor may propose to subcontract these services to another entity. The property valuation services should be provided with backup information and be provided in a manner that may be used for future solicitations of insurance, regardless of broker.

### **3. Additional Background Information:**

#### **A. City of Corpus Christi Risk Profile and Loss History**

1. The City is committed to providing all statutory workers' compensation benefits provided for by state law. The City also desires to control these costs to the greatest extent possible. The City's current WC Third-Party Administrator is Sedgwick. Workers' Compensation Claims information is attached as (Exhibit A). Texas Workforce Commission Sic Codes is attached as (Exhibit J).
2. The City has provided self-insured workers' compensation for its employees since March 1, 1976. The current workforce is approximately 3,265 employees. During the last four years, the City has averaged approximately 727 workers' compensation claims per year.
3. The Risk Manager conducts a monthly claims review with Workers' Compensation Adjusters.
4. Safety Training, Loss Prevention and Loss Control services are provided "in-house" by the City's Risk Management Division. (See Exhibit B)
5. The City does not have any employees who may be subject to the Longshoremen and Harbor Workers Act, Jones Act or Federal Employers' Liability Act.
6. The City does not have any foreign operations but has a few employees who occasionally travel to foreign countries.
7. City operations involve exposure to heights in several areas that include but may not be limited to: firefighting and maintenance of City owned water towers.

8. The City does perform underground repairs of water, sewer and gas lines, but does not perform sub-aqueous or tunneling operations. Employees are trained on shoring and trenching and are also trained on the proper use of self-contained breathing apparatus annually.
9. The City does not engage in the manufacturing, transportation, distribution or storage of explosives or explosive substances.
10. The Annual Financial Report can be downloaded from the City's website at [www.cctexas.com](http://www.cctexas.com).
11. Named Insured: The City of Corpus Christi, its boards, commissions, trustees, authorities, voluntary associations or other units under the jurisdiction of the City, and the City as its interest may appear in any board or association of which the City is a member.
12. The City operates utility services, except electric, and also operates two freshwater dams. Wesley Seale Dam is located near Mathis, Texas, and Choke Canyon Dam is located near Three Rivers, Texas. Both Dams are currently covered under Excess Liability policy. The City utility operations include water, wastewater, storm water, gas, and solid waste departments. The City owns and operates one solid waste landfill and monitors two closed solid waste landfills as well as the 101 mile Mary Rhodes water pipeline.
13. The City owns two skate parks that are open to the general public. Skate parks are not supervised by City staff.
14. The City owns three splash pads that are open to the general public. Splash pads are not supervised by City Staff.
15. The City does not have any operations involving the repair or construction of watercraft or vessels, including work performed on barges or docks. The City does provide a limited hoist and transport service at the marina for vessels scheduled for repair or dry dock. The marina employees utilize a motorized, belted hoist to lift vessels out of the water and transport them a short distance across land to the repair/dry dock area.
16. The City does not own, operate, or maintain a railroad or own, lease, operate or repair railroad equipment.
17. The City operates a natural gas distribution system for the community, but does not manufacture, produce, or refine gas or other flammables. The

City's Gas Department operates a compressed natural gas fueling station. The City does store gasoline in underground storage tanks for its own use. The City currently maintains a separate Excess Liability insurance policy for its Gas Utility. This coverage is not for consideration in this RFP. The Gas Department's most recent Gas Utility Audit is enclosed (See Exhibit D).

18. The City contracts out to third parties, for demolition of structures.
19. The Fire Department's Emergency Driving Operations SOP is attached and is Exhibit G.
20. City does not provide group transportation for employees to or from the workplace.
21. The City's current Comprehensive City's operations include volunteer and donated labor, such as volunteer reserve police officers and senior volunteers.
22. The City owns watercraft used in connection with the bay areas, dams, and reservoirs as well as beach, Fire and Police rescue operations. Current listing of watercraft is provided in Exhibit C.
23. The City is not aware of any operations that may involve nuclear exposures.
24. The City is not subject to OSHA Hazard Communication standards.
25. The City's Utility Department operations involve the hauling of materials germane to their operation that may include, but may not be limited to: gravel, sand, pipe, refuse, brush and sewer sludge.
26. City's Risk Management staff maintains active membership in Public Risk Management Association (PRIMA) and Texas PRIMA.
27. The City has bond ratings for revenue bonds and general obligation bonds which include certificates of obligation. Each of the three rating agencies has assigned ratings for the City of Corpus Christi's debt. For priority revenue bonds, the rating issued by Moody's Investor Service was affirmed at Aa3; Fitch upgraded their rating to AA from AA-; and Standard and Poor's affirmed their rating of AA-. For junior lien revenue bonds, the rating issued by Moody's Investor Service was upgraded to Aa3 from A1; Fitch upgraded their rating to AA- from A+; and Standard and Poor's is AA-. For general

obligation bonds (including certificates of obligation), the rating issued by Moody's Investor Service is Aa2; Fitch is AA; and Standard and Poor's is AA.

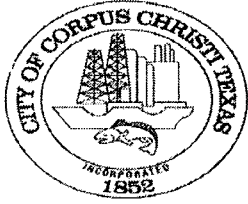
28. City currently utilizes Recordables database program to track self-funded Auto, Law Enforcement, Public Officials/Errors and Omissions, General Liability claims, lawsuits, payments, reserves and other financial information.
29. Currently, the total number of sworn police officers is 446. There are no part time police officers. The total number of unpaid reserve officers is 7. There are currently 5 patrol canines. The City operates its own in-house training academy for training police cadets, civilian police academy and provides ongoing in-service training for sworn officers and civilian personnel. All police officers are Texas Commission on Law Enforcement (TCOLE) certified.
30. Number of police vehicles by type: 168 marked units with computers, 33 marked units without computers, 5 unmarked unit with computer, 138 unmarked units without computers, 10 motorcycles, (see Exhibit E for complete list of all City vehicles).
31. The City's Police Department has written policies in place regarding pursuits and use of force and Tasers (see Exhibit F). City's Fire Department also has a written policy in place regarding Emergency Driving operations (see Exhibit G).
32. The City of Corpus Christi Magstration and Detention Center is located on the 1st floor of the Wilson Plaza Building, 615 Leopard, Suite 113. All individuals arrested by the Corpus Christi Police Department are taken to the detention center for processing. Most individuals are magstrated by a Municipal Court Judge. Magstration is conducted at the facility 24 hours a day, 7 days a week. The City currently staffs the facility with 18 full-time detention officers and 4 full-time detention supervisors. The average number of persons detained in the facility is 41 per week or 1,240 monthly and the average detention stay is less than 5 - 6 hours. Once processed and magstrated, disposition of arrested subjects is made by transfer to the Nueces County jail or released accordingly.
33. Corpus Christi Police Department has cooperative agreements with the FBI, DEA and Customs. They also participate in the Combined Task Force with the DEA. The City and Regional Transportation Authority purchased the 800 MGHZ shared radio communications system and have mutual agreements with Nueces County, City of Portland, City of Robstown, Nueces County Fire



Prevention District 1 & 2 and the Refinery Terminal Fire Company, and the Port of Corpus Christi.

34. The After Hour Kid Power Program is designed for working parents who need a safe environment for their children that would otherwise go home to an unsupervised house. Parks and Recreation Department offers a structured recreational program for youth in elementary school cafeterias. The program is state licensed with staff certified in standard first aid, infant, child and adult CPR, sexual abuse and molestation. Curriculum includes arts and crafts, tennis, drama, sports, games, educational projects, movies and weekly special events.
35. Number of employees involuntarily terminated in each of the last three fiscal years: FY2019-54, FY2018-46, and FY2017-105.
36. Fireworks displays, parades, vendors and special events require permits. Included in the permit process is obtaining certificates of insurance from the permittees. The number of fireworks displays range from 3 to 5 annually and the number of special events varies from 15 to 20 annually.
37. The City currently utilizes staff attorneys from the City Attorney's office to handle litigation cases. This practice is intended to continue. Outside counsel is only hired in litigation matters of potential conflict of interest.
38. The City consists of 27 departments and has a workforce of approximately 3,265. The payroll for calendar year 2018-19 was \$215,894,644 and for 2019-2020 is \$179,148,360.
39. Primary Auto/GL Claims are managed by two licensed staff adjusters to conclusion, except cases where litigation is pursued. Litigation cases are referred to staff attorneys in the City Attorney's Office.
40. Excess GL and Auto Liability Loss Runs are attached as Exhibits H & I.
41. The City's Statement of Property Values, Schedule of Insured Property is attached as Exhibit K.

Exhibits A through J are located in a separate file on the Supplier Portal: (<http://www.cctexas.com/business/supplierportal>)



**CITY OF CORPUS CHRISTI**  
**Pricing Form**  
**CONTRACTS AND PROCUREMENT**

**RFP 3468**  
**Broker of Record Services for Insurance**

**DATE:** 03/10/2021

CARLISLE INSURANCE AGENCY  
**PROPOSER**

*C.C. Carlisle*  
 AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.0	Broker of Record -Property Insurance	1	YR	\$60,000.00	\$60,000.00
2.0	Broker of Record -Excess Liability and Workers Compensation	1	YR	\$40,000.00	\$40,000.00
3.0	Broker of Record -Valuation services as related to property insurance.  Please provide the cost for years 2-5 if the option to renew for four one-year renewals are exercised. If there would be a discount for a multi-year initial term, please indicate on your response.	1	YR	INCLUDED IN PROPERTY FEE	INCLUDED IN PROPERTY FEE

	<b>Year 2:</b>				
4.0	Broker of Record -Property Insurance	1	YR	\$60,000.00	\$60,000.00
5.0	Broker of Record -Excess Liability and Workers Compensation	1	YR	\$40,000.00	\$40,000.00
	<b>Year 3:</b>				
6.0	Broker of Record -Property Insurance	1	YR	\$60,000.00	\$60,000.00
7.0	Broker of Record -Excess Liability and Workers Compensation	1	YR	\$40,000.00	\$40,000.00
	<b>Year 4:</b>				
8.0	Broker of Record -Property Insurance	1	YR	\$60,000.00	\$60,000.00
9.0	Broker of Record -Excess Liability and Workers Compensation	1	YR	\$40,000.00	\$40,000.00
	<b>Year 5:</b>				
10.0	Broker of Record – Property Insurance	1	YR	\$60,000.00	\$60,000.00
11.0	Broker of Record -Excess Liability and Workers Compensation	1	YR	\$40,000.00	\$40,000.00
<b>GRAND TOTAL</b>					\$500,000.00

## ATTACHMENT C: INSURANCE REQUIREMENTS

### CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim (Defense costs not included in face value of the policy) If claims made policy, retro date must be prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

B. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

**C. Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

D. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

E. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

F. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.

G. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

H. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

## ATTACHMENT D: WARRANTY REQUIREMENTS

Broker warrants that all Services will be performed in accordance with the standard of care used by similarly situated brokers performing similar services.